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STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners:

Anthony A. Price, Chair
Kate Giard
Robert M. Pickett
Mark K. Johnson
Janis W. Wilson

In the Matter of the Joint Petition by GCI)
COMMUNICATION CORP., d/b/a General)
Communication, Inc. d/b/a GCI and ADAK)
EAGLE ENTERPRISES, L.L.C. for Approval of)
a Negotiated CMRS Network Interconnection)
Agreement under 47 U.S.C. §§252)

U-08- 092

SUBMITTAL FOR APPROVAL OF CMRS INTERCONNECTION
AGREEMENT ADOPTED BY NEGOTIATION

GCI COMMUNICATION CORP., d/b/a General Communication, Inc. d/b/a
GCI ("GCICC") and ADAK EAGLE ENTERPRISES LLC ("AEE") hereby jointly
submit for the Commission's approval the attached CMRS Network Interconnection
Agreement ("CMRS Interconnection Agreement") which was adopted by negotiation,
following GCICC's election to "opt-in" to the terms of the CMRS Interconnection
Agreement that was entered into between AEE and its affiliate, Windy City Cellular
LLC ("WCC") and is currently pending Commission approval.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. §
252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall
be submitted for approval to the State commission. A State commission to which an

1 agreement is submitted shall approve or reject the agreement, with written "findings
2 as to any deficiencies." The Act provides that a State commission may reject an
3 agreement adopted by negotiation only if it finds:

- 4
- 5 (i) the agreement (or portion thereof) discriminates against a
 - 6 telecommunications carrier not a party to the agreement; or
 - 7 (ii) the implementation of such agreement or portion is not consistent with
 - 8 the public interest, convenience, and necessity

9 47 U.S.C. § 252(e)(4), (ii).

10 Further, under the Act, "a local exchange carrier shall make available any
11 interconnection . . . provided under an agreement approved under this section to
12 which it is a party to any other requesting telecommunications carrier under the same
13 terms and conditions as those provided in the agreement." 47 U.S.C. § 252(i). This
14 "opt-in" process is also contained in the Federal Regulations at 47 CFR §51.809.

15 GCICC and AEE had been in negotiations at the time of the filing of the underlying
16 CMRS Network Interconnection Agreement between WCC and AEE ("the
17 Underlying Agreement"), in RCA docket U-08-68.¹ GCI has elected to avail itself of
18 the "opt-in" process and the CMRS Interconnection Agreement submitted herewith is
19 identical to the WCC/AEE Underlying Agreement except for conforming changes
20 from WCC to GCI, the notice and signature identities, the addition of Section 1.2
21
22

23 ¹ As is discussed herein, GCICC's acceptance of the rates, terms and conditions
24 of the Underlying Agreement is persuasive indicia that both the Underlying
25 Agreement and the CMRS Agreement submitted herewith are non-discriminatory and
26 that timely turn-up of both of competing systems through the resulting
27 interconnections is in the public interest.

1 conditioning the effectiveness of the CMRS Agreement upon the approval of the
2 Underlying Agreement, and documenting this condition within Section 2 as to the
3 effective date. As such, the CMRS Agreement contains the "same rates, terms, and
4 conditions" as are found in the Underlying Agreement and should be approved upon
5 approval of the Underlying Agreement.
6

7 Under the Act, the Commission must approve or reject a negotiated agreement
8 within 90 days after its submission "or the agreement shall be deemed approved." 47
9 U.S.C. § 252(e)(4). Because, however, of the nature of the "opt-in" process,
10 described above, GCICC respectfully requests, and AEE does not oppose, that the
11 Commission approves the attached CMRS Interconnection Agreement between
12 GCICC and AEE, on, or about the same date as the Underlying Agreement is
13 approved in RCA docket U-08-68.²
14
15

16 **DATED** this 30th day of July, 2008, at Anchorage, Alaska.

17 Respectfully submitted,

18 GCI COMMUNICATION CORP.


19
20 BY: 

21 Mark Moderow
22 Corporate Counsel
23
24

25 ² While, under 47 U.S.C. § 252(g), GCICC could seek consolidation of this
26 docket with docket U-08-68, the parties have discussed the complexities of such
27 consolidation and have elected to request, and not oppose, the concurrent approvals.


ADAK EAGLE ENTERPRISES, LLC

BY:

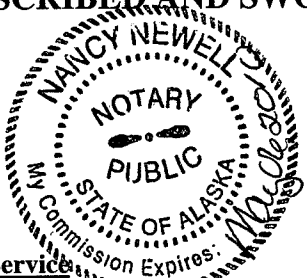

Dean Thompson, Attorney
Kempel, Huffman & Ellis, PC for
AEE

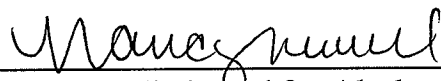
VERIFICATION

I, Mark Moderow, verify that I believe the statements contained in this
pleading are true and accurate.


Mark Moderow

SUBSCRIBED AND SWORN to before me this 30th day of July, 2008.

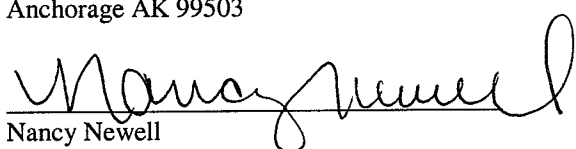



Notary Public in and for Alaska
My commission expires: May 06, 2010

Certificate of Service

A true and correct copy of the foregoing was served by Hand delivery Mail on July 30, 2008 to the following:

Dean Thompson
Attorney for AEE
Kempel, Huffman & Ellis PC
255 E. Fireweed Lane
Ste 200
Anchorage AK 99503


Nancy Newell

CMRS Network Interconnection Agreement

Between

GCI Communication Inc.

And

Adak Eagle Enterprises LLC

CMRS NETWORK INTERCONNECTION AGREEMENT

This CMRS Network Interconnection Agreement ("Agreement"), by and between GCI COMMUNICATION INC ("GCI") and ADAK EAGLE ENTERPRISES LLC ("AEE"), sets forth the terms and conditions for interconnection of GCI's commercial mobile radio service ("CMRS") network and AEE's wireline local exchange network.

ARTICLE I. GENERAL PROVISIONS

1. Purpose and Scope.

1.1. This Agreement sets forth the terms and conditions for the direct interconnection of the parties' networks and for the reciprocal compensation for the transport and termination of telecommunications services between the parties. This Agreement addresses, and is limited to addressing, the parties' obligations under Section 251(a)(1) and (b)(5) of the Communications Act of 1934 (47 U.S.C. *et seq.*) as amended by the Telecommunications Act of 1996 ("Act"). Under no circumstances shall this Agreement be construed to obligate AEE to offer any Section 251(c) services to GCI or any other person. Under Section 251(f) of the Act, AEE is exempt from any obligation arising from Section 251(c) of the Act. Under no circumstances shall this Agreement or AEE's negotiation or performance of this Agreement be construed as a waiver or compromise of AEE's exemption under Section 251(f) of the Act or any part thereof.

1.2. AEE's entering into this Agreement is expressly conditioned on the Regulatory Commission of Alaska's ("RCA's") approval of the CMRS Network Interconnection Agreement between Windy City Cellular LLC ("WCC") and AEE, dated May 29, 2008 ("Windy City Agreement"). The Windy City Agreement is pending RCA approval in Docket U-08-68. The instant Agreement shall not become effective unless and until the Windy City Agreement is approved by the RCA as filed without revision. If RCA approval of the Windy City Agreement as filed without revision is denied, this instant Agreement shall terminate as if it had never been entered into.

2. Effective Date. The parties recognize and agree that, pursuant to Section 252(e) of the Act, this Agreement will be submitted to the Regulatory Commission of Alaska ("RCA"). The RCA must approve or reject the Agreement within ninety (90) days after submission or the Agreement is deemed approved. The effective date of this Agreement shall be when both of the following have occurred: (1) RCA approval of the Windy City Agreement, as required in Section 1.1; and (2) the earlier of approval of this Agreement by the RCA or when it is deemed approved by operation of Section 252(e)(4) of the Act. This Agreement does not affect, waive, or otherwise modify either party's obligations, if any, regarding the exchange of traffic between the parties prior to the effective date of this Agreement.

3. Term. This Agreement shall be effective for a minimum period of twelve (12) months following the effective date, and thereafter until terminated in accordance with Article 1, Section 4, of this Agreement.

4. Termination. This Agreement may be terminated under the following conditions:

4.1. This Agreement may be terminated at any time as mutually agreed by the parties in writing.

4.2. This Agreement may be terminated by either party for repeated or willful material violation or refusal to comply with the provisions of this Agreement. The parties agree that this Agreement may be terminated if a party has failed to cure such violation or refusal within thirty (30) days following the defaulting party's receipt of written notice of the violation or refusal.

4.3. This Agreement may be terminated for nonpayment of amounts due within forty-five (45) days following the defaulting party's receipt of written notice of amounts due.

4.4. This Agreement shall immediately terminate upon the suspension, revocation, or termination of either party's authority to provide services or upon either party's insolvency.

4.5. Except during the initial twelve- (12-) month term, this Agreement may be terminated by either party upon ninety (90) days' advance written notice to the other party.

5. Confidential Information. During the term of this Agreement, the parties may, but shall not be obligated to, disclose information to each other which they consider proprietary or confidential. Without specific prior written consent, except by law or court order, either party shall not disclose to any third party, including any competitor of GCI, whether affiliated or unaffiliated with AEE, any information supplied to it by the other which has been designated as confidential and which is not otherwise generally available to the public or is not already known to the other. This confidentiality requirement shall survive for three (3) years beyond the termination of this Agreement.

6. Liability. There shall be no liability of a party for indirect or consequential damages. Each party agrees to reimburse the other party for damages to premises or equipment resulting from a party's negligence in the installation, maintenance, or interconnection to or removal of facilities, services, or arrangements. Each party represents that its system is constructed, or will be constructed in accordance with all applicable laws, orders, rules, and regulations, and in accordance with all accepted technical standards and specifications. Each party shall indemnify and hold the other party harmless from any and all claims which arise out of the interconnection provided under this Agreement, unless the claim arises out of the negligent or wrongful conduct of the other party.

7. Patents.

7.1. With respect to claims of patent infringement made by third persons, GCI shall defend, indemnify, protect, and hold harmless AEE from and against all claims arising out of or based on the use of equipment or arrangements furnished under this Agreement by GCI or its customers.

7.2. With respect to claims of patent infringement made by third persons, GCI will defend, indemnify, protect, and hold harmless AEE from and against all claims arising out of or based on the use by GCI of channels, interconnection types, or arrangements furnished by AEE or its customers under this Agreement.

7.3. Neither party grants to the other any license under patents nor shall any be implied or arise by estoppel in either party's favor and with respect to any circuit, apparatus, system, or method used by the parties in connection with any channels, interconnection types, or arrangements furnished under this Agreement.

7.4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EITHER PARTY OF THE OTHER PARTY'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

8. **Notices.** Except as otherwise provided in this Agreement, all notices required or permitted to be given shall be made by registered mail, return receipt requested, postage prepaid, in any post office in the United States, addressed as follows:

General Manager
ADAK EAGLE ENTERPRISES LLC
1410 Rudakof Circle
Anchorage, Alaska 99508

VP Regulatory, Economics & Finance
GENERAL COMMUNICATION INC.
2550 Denali Street, Suite 1000
Anchorage, Alaska 99503

9. **Applicable Law.** The validity, construction, and performance of this Agreement shall be governed by and interpreted in accordance with laws of the State of Alaska and any applicable federal law.

10. **Force Majeure.** The parties' performance under this Agreement shall be excused if such nonperformance is due to labor difficulties, governmental orders, equipment failure, inability or delay in securing equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the parties' reasonable control.

11. **Tariffs.** In the event that any of the services provided hereunder or the charges paid therefor are currently subject to, or at any time become subject to, any federal, state, or local regulation or tariff, then the terms and conditions of this Agreement, including the charges set

forth herein, shall be deemed amended to conform to any conflicting terms and conditions in effect under such regulation or tariff, provided, however, that all non-conflicting terms and conditions of this Agreement shall remain valid and effective.

12. Nonwaiver. The waiver, express or implied, by either party hereto of any rights hereunder or of any failure to perform or breach hereof by the other party hereto shall not constitute or be deemed a waiver of any other right hereunder or any failure to perform or breach hereof by the other party hereto, whether of a similar or dissimilar nature.

13. Assignment. This Agreement may not be assigned directly or by operation of law without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, delayed, or conditioned; except that a party may assign this Agreement without consent to (i) a subsidiary, parent, or affiliate of the assigning Party, (ii) a successor corporation related to the assigning Party by merger, consolidation, non-bankruptcy reorganization, or governmental action, or (iii) a purchaser of substantially all of the assigning party's assets. Any attempt to assign this Agreement in contravention of this section is voidable by the non-assigning party. Each party shall notify the other in writing not less than sixty (60) days in advance of any anticipated assignment.

14. Third Party Beneficiaries. This Agreement is not intended, and shall not be construed, to provide any third party with any right, privilege, remedy, claim, or cause of action.

15. Entire Agreement. This Agreement and all amendments embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, either oral or written, between the parties.

16. Amendment. This Agreement shall only be amended, modified, or changed in writing and executed by an authorized representative of the parties with the same formality as this Agreement was executed, and such writing shall be attached to this Agreement as an appendix.

ARTICLE II. INTERCONNECTION, BILLING, AND COMPENSATION

1. Interconnection.

1.1. Interconnection facilities will be provided between GCI's point of interconnection within AEE's service area and AEE's local exchange switch, using Wireless Services Interconnection Type 1 and/or Type 2 facilities, as agreed upon between the parties. Additional types of interconnection facilities may be provided if agreed upon between the parties. The specific location of GCI's initial point of interconnection, and any subsequent changes in GCI's point of interconnection, shall be agreed upon between the parties.

1.2. The interconnection facilities described above will be provisioned by AEE in accordance with the rates, terms, and conditions of the tariff applicable to such facilities and

services. Non-recurring and recurring costs associated with such facilities shall be divided equally between AEE and GCI, as described in Article II, Section 3.

1.3. The interconnection facilities provided for in this Agreement shall be used by the parties only for the exchange of (1) telecommunications traffic that originates on one party's network within AEE's service area and terminates on the other party's network within AEE's service area; and (2) solely for purposes of providing access to interexchange services for GCI's customers, telecommunications traffic that is routed between GCI's network within AEE's service area to or from an interexchange carrier's interexchange facilities located within AEE's service area.

2. Billing.

2.1. Each party shall deliver monthly invoices for charges due under this Agreement. Invoices rendered by either party shall be paid within thirty (30) days of the invoice date.

2.2. For the purposes of establishing service and providing efficient and consolidated billing, both parties are required to provide the other party with their authorized and nationally recognized Operating Company Number.

3. Compensation and Charges.

3.1. Transport and Termination Charges. The parties shall provide transport and termination of the telecommunications traffic covered by this Agreement to each other on a bill-and-keep basis.

3.2. Facilities Charges. Each party shall be responsible for the cost of non-recurring and recurring charges associated with the interconnection facilities that are provided by AEE under Article II, Section 1, on a proportionate fifty percent (50%) / fifty percent (50%) basis. This shall be accomplished by AEE initially paying all such charges in accordance with the effective tariff applicable to such facilities, and AEE billing GCI for 50 percent of those charges.

3.3. Interest Charges. The parties agree that interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) that may be assessed by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or 0.008355 times the overdue amount compounded monthly and applied for each month or portion thereof that an outstanding balance remains.

ARTICLE III. ADDITIONAL SERVICES

1. Local Number Portability. Local Number Portability ("LNP") will be negotiated separately between AEE and GCI.

2. **911.** The Parties agree that 911 services at this time are provided by a third party provider. AEE will route 911 calls received from GCI to the Public Service Answering Point ("PSAP") in Adak.

3. **Directory Listings.** The Parties agree that directory listing services at this time are provided by a third party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

GENERAL COMMUNICATION INC.

Date: 7/23/08

By: F.W. Hitz III
F.W. Hitz III,
VP Regulatory, Finance & Economics

ADAK EAGLE ENTERPRISES LLC

Date: 7-14-08

By: Andilea M. Weaver
Andilea Weaver
Chief Financial Officer